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paper standard intervals (and the installation calendar provided for resellers in the interface) to estimate a due date and appointment. Any due date estimated on this basis will necessarily be unreliable.

125. The Commission previously found that the inability of CLECs using the BellSouth-provided pre-ordering functionality to obtain actual due dates was a denial of nondiscriminatory access because CLECs were experiencing significant delays in the processing of their orders -- and, therefore, the "estimated" due date may be unavailable by the time the CLEC order is processed. BellSouth South Carolina Order, ¶ 168. That remains the case today. Although BellSouth's provisioning performance has improved in some respects since that time, CLEC orders continue to be significantly delayed, as described in the Pfau/Dailey affidavit. By contrast, BellSouth's retail representatives obtain actual due dates almost instantaneously when using the BellSouth retail interfaces.

126. Even if BellSouth had eliminated the provisioning delays (and it has not), there is still a lack of parity between BellSouth and the CLECs with respect to due dates. Although the calendar information that a CLEC can obtain in EC-Lite may be "helpful" (to use Mr. Stacy's term), it is not the same as a calculated, definite due date. Stacy OSS Aff., ¶ 58. Mr. Stacy does not, and cannot, deny that a BellSouth sales representative can always obtain a firm,

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calculated due date in its retail operations.<sup>63</sup> That date is the earliest date the order can be completed. Yingling Aff., ¶ 14.

127. Mr. Stacy's attempts to explain away this disparity are either incorrect or highly misleading. First, the fact that the Firm Order Mode of LENS can calculate a due date to the same extent as BellSouth's interfaces begs the question. Stacy OSS Aff., ¶ 62. As explained below, LENS suffers from numerous defects as both a pre-ordering and ordering interface, and in all events CLECs using EDI to place orders cannot obtain a calculated due date using EC-Lite. It would be unreasonable to expect such CLECs to use yet another interface simply for the purpose of obtaining a calculated due date.

128. Second, Mr. Stacy attempts to portray CLECs using EC-Lite as being on a equal footing with BellSouth representatives because both must enter the telephone number, validate the address, and know the products and features desired by the customer. Id., ¶ 55. Mr. Stacy is simply ignoring reality. A BellSouth representative, unlike the CLEC representative, is not required to utilize the installation calendar in order to determine a due date. That date is calculated for the BellSouth representative by BellSouth's systems and is not a mere "estimate."

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<sup>63</sup> Mr. Stacy suggests that there might be circumstances where a BellSouth representative "needs to inquire about available due dates without 'building' a complete service order," and would view the same installation calendar that is provided to CLECs using EC-Lite and LENS for pre-ordering; thus, he suggests, parity of access exists. Stacy OSS Aff., ¶ 62. Mr. Stacy's discussion is illogical. I cannot imagine any circumstances under which a BellSouth representative would limit himself or herself in this manner. Even if Mr. Stacy is correct, parity still does not exist, because the BellSouth representative has the discretion as to whether to impose this limitation. CLECs using EC-Lite do not.

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129. Third, Mr. Stacy's claim that CLECs "can take the information BellSouth has provided and do the programming to have its own internal sales negotiation OSS perform the calculation" again begs the question. Id., ¶ 62. BellSouth's interfaces already have the functionality to calculate actual due dates. Nondiscriminatory access requires that BellSouth provide the same functionality to the CLECs.<sup>64</sup>

130. In any event, Mr. Stacy's claim is untrue. CLECs cannot currently "do the programming" that would enable their systems to calculate due dates, because BellSouth has not provided them with the information necessary to do so, including the algorithm or "logic" used by BellSouth (whether that algorithm is in DSAP or in the BellSouth retail interfaces). AT&T has been requesting such information from BellSouth since late 1996. BellSouth, however, has declined to provide the information. If, as Mr. Stacy cryptically states, "Rules for the CLECs to incorporate calculations similar to RNS in their systems have been provided," they certainly have not been provided to AT&T. Stacy OSS Aff., p. 15.

131. Mr. Yingling testifies that the due date is determined on BellSouth's RNS systems "from the FIDs and USOCs on the order, restrictions at the service address (from

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<sup>64</sup> The Commission has stated that nondiscriminatory access "necessarily includes access to the functionality of any internal gateway systems," which the Commission defined as "any electronic interface the incumbent LEC has created for its own use in accessing support systems for providing pre-ordering, ordering, provisioning, repair and maintenance, and billing." Local Competition Order, ¶ 523 & n.1274. The interfaces used by the BellSouth sales representatives surely fall within that definition. In fact, in reviewing BellSouth's prior Section 271 applications the Commission compared the functionality of BellSouth's own Regional Negotiation System ("RNS") and Direct Order Entry ("DOE"), which is the South Carolina equivalent to the Service Order Negotiation System ("SONGS") used in Louisiana, against the functionality of the OSS interfaces that BellSouth offers to CLECs. BellSouth South Carolina Order, ¶¶ 95, 162.

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RSAG), central office closed days (from DSAP), central office work schedules (from DSAP), state holidays (from RNS), and due date intervals (from OASIS)." Yingling Aff., ¶ 14. Even if Mr. Yingling is correct, a CLEC could calculate the due date accurately only if it had the formula (or "logic") that BellSouth itself must use to analyze that data and combine them in such a way as to calculate the due date.

132. Simply knowing the basic ingredients is insufficient without knowing how they fit together. BellSouth recognized that need when it implemented the "logic" in its systems. If a CLEC attempted to create a "logic" that was not identical to that used by BellSouth, the CLEC might calculate due dates that are incorrect. If the CLEC's own "logic" calculated due dates that were earlier than those actually available, the firm order confirmation would be issued with a later due date, and the CLEC would be required to re-contact its customer -- producing customer dissatisfaction and inconvenience. If the CLEC's "logic" calculated due dates later than those actually available, the customer would be receiving service later than similarly situated BellSouth customers. These results can only be avoided if CLECs are able to use the same "logic" as that in BellSouth's systems.

133. Equally important, CLECs do not have access to all of the information that Mr. Yingling describes. BellSouth has not provided CLECs with access to information concerning restrictions at the service address from RSAG, or information about state holidays -- which, Mr. Yingling asserts, is obtained from RNS. Moreover, it is unclear whether CLECs have access to the "due date intervals from OASIS" that Mr. Yingling describes, since OASIS -- as Mr. Yingling admits -- is a server/database that merges information from three BellSouth gateway

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systems. To the best of my knowledge, none of these gateway systems contains due date information.<sup>65</sup> If due date intervals are accessed from OASIS by RNS, CLECs have had no access to them.<sup>66</sup>

134. Mr. Stacy's own testimony belies the notion that CLECs could currently develop their own functionality for due date calculation. As he acknowledges, although BellSouth was ordered in June by the Georgia PSC to add a due date calculation capability in its pre-ordering interface, BellSouth has not scheduled the release of this capability until November 1998. Stacy OSS Aff., ¶ 62; Georgia OSS Order, App. A, p. 4.<sup>67</sup> If BellSouth currently is unable to implement due date functionality in the pre-ordering interfaces, CLECs are surely even less able to do so

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<sup>65</sup> When RNS is used, OASIS is the server/database with respect to CRIS (Customer Records Information System), which provides billing data; ATLAS (Application for Telephone Number Load Administration), which provides telephone number information; and COFFI (Central Office Features File Interface), which provides information about features offered by BellSouth. See Yingling Aff., ¶ 7; Stacy OSS Aff., Exh. WNS-1, p. 2. OASIS is not a server/database with respect to DSAP, which Mr. Stacy describes as the BellSouth database containing due date intervals and available installation dates. Stacy OSS Aff., ¶ 50.

<sup>66</sup> The testimony of Mr. Shivanandan shows that BellSouth is discriminating against CLECs with respect to due dates in an additional respect. When a BellSouth representative using SONGS or DOE finds that it is necessary to assign an earlier date for a business customer than the system-populated due dates available on these interfaces, "the specialist contacts the Work Management Control Center for approval." Shivanandan Aff., ¶ 16. CLECs, by contrast, are limited to the system-populated due dates.

<sup>67</sup> Although the Georgia PSC's order specifically mentions only LENS in its requirement concerning due date calculation capability, BellSouth has stated that it intends to install that capability both in LENS and in EC-Lite.

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135. Fourth, even if "CLECs do not need to obtain due dates" for "the majority of orders" today (as Mr. Stacy asserts), that fact is irrelevant to the issue of parity. Id., ¶ 51. Even if Mr. Stacy is correct in claiming that the majority of orders consists of migrations, orders for new services where facilities already are in place, and for changes such as adding or changing features to an existing service (id.), it obviously reflects only the current entry status of most CLECs. As the market matures, both CLECs and BellSouth can be expected to focus their marketing efforts on expanding their customer base, in terms of both additional lines for existing customers and new installations. The disparities in due date functionality between CLECs and the BellSouth retail operations will only become more significant over time.

136. Even for the "majority of orders" described by Mr. Stacy, the existence of standard intervals does not eliminate the need to obtain a due date. Standard intervals are simply one factor which must be taken into account in building the capability to calculate a due date. This is particularly the case in view of the constant changes in the standard interval guides during the last few years; in fact, the January 1998 interval guide that Mr. Stacy attaches to his testimony is not even the most currently dated version of BellSouth standard intervals. See id., Exh. WNS-18.<sup>68</sup> Furthermore, the intervals are not as simple as Mr. Stacy suggests. For example, the "same

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<sup>68</sup> In March 1998, BellSouth issued a revised version of its standard intervals that changed some of the intervals in the January 1998 version of its Products and Standard Interval Guide, and added new ones. See Attachment 32 hereto. A table comparing the January and March versions (and the ex parte presentation that BellSouth made before this Commission on April 15, 1998) is attached hereto as Attachment 33. After the inconsistencies were brought to Mr. Stacy's attention during state Section 271 proceedings, BellSouth's Web site was changed to state that the March 1998 version was "temporarily unavailable." A copy of the page of the BellSouth Web site with

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day" standard interval for migrations applies only to requests of 1 or 2 lines, whereas requests involving additional lines can take from 1 to 4 days. Id., ¶ 52 & WNS-18, p. 5.

137. Fifth, Mr. Stacy is in error in asserting that BellSouth sales representatives must follow the same processes, and input the same type of data for an order, as a CLEC using the Firm Order Mode of LENS to calculate a due date. Id., ¶ 62. A demonstration of BellSouth's own retail interfaces conducted in December 1997 in the Section 271 proceeding before the Alabama Public Service Commission, at which I was present, demonstrated that a BellSouth representative is not required to "build" an entire order before the representative can obtain a calculated due date. For example, a BellSouth representative can obtain a due date without submitting administrative information, billing information, customer contact information, location access information, CLEC contact information, end user billing account number information, directory information, and directory delivery information. A user of LENS' Firm Order Mode, however, must complete an order with this information before the user can obtain a due date.

138. In short, CLECs using EC-Lite will not be able to tell their customers with certainty, while they are on the line, the date when their service will be installed or repaired, nor respond to their customers' special scheduling needs. BellSouth's own service representatives face no such limitations.

139. The new entrant's inability to assess the due date calculation functionality that BellSouth enjoys in its retail operations will have a significant adverse effect on competition

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<sup>68</sup> (...continued)  
this message is attached hereto as Attachment 7

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and on customers. First, CLECs are unable to promise to install service as quickly as BellSouth can. Second, the new entrant's customers will be more likely to experience a rescheduling of due dates than a similarly situated BellSouth customer, because -- unlike BellSouth's representatives -- the new entrant does not know until hours (or even days) after submitting an order whether the due date that it described to the customer based on a scheduling "interval" is actually available. If that date is unavailable, the new entrant must contact the customer and go through the scheduling process all over again (with the possibility of the need for several schedule selection attempts, when the date or appointment on the FOC does not meet the customer's requirements). Third, because a CLEC is unable to tell a prospective customer while on the line the precise date when the service will be completed, the customer is likely to question the competence and service-orientation of the CLEC -- and will be less willing to take a chance on the CLEC.

140. In addition to due date calculation functionality, nondiscriminatory access requires that CLECs have the ability to reserve due dates at the time it takes the order from the customer; otherwise, even a calculated due date may no longer be available by the time a FOC is entered by BellSouth's Service Order Control System ("SOCS")<sup>69</sup> Several other BOCs provide

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<sup>69</sup> As Mr. Stacy notes, an order must travel through certain intermediary systems before it reaches SOCS. If the order is accepted by the EDI translator and gateway, it is passed to the Local Exchange Ordering ("LEO") database, which performs certain edit checks and data formatting checks and determines whether it can be mechanically generated. If the order passes LEO's checks, the order is electronically transmitted to the BellSouth Local Exchange Service Order Generator ("LESOG"), which electronically formats the order in BellSouth's service order layout. Assuming that no formatting problems occur, the order is then sent to SOCS, which performs additional edits through the Service Order Edit Routine ("SOER"). If the order passes the SOER edits, a FOC is issued, and the order is passed on to the BellSouth legacy systems. If the order  
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such a capability, and the Ordering and Billing Forum ("OBF") has endorsed due date reservation as a guideline. BellSouth, however, has refused to provide such functionality.

141. Mr. Stacy asserts that BellSouth's retail operation cannot reserve due dates, because the due date offered by BellSouth to its retail customers is simply "a commitment that BellSouth will use its best efforts to meet that date," and no such due date is ever "guaranteed." Id., ¶ 61. Mr. Stacy, however, does not deny that in the BellSouth retail operation, the due date effectively is reserved almost from the moment the order is released into BellSouth's system by the sales representative. The order is not subject to the same types of delays that a CLEC order may experience (and has experienced, due to BellSouth's delays in provisioning) before the FOC is issued.<sup>70</sup> Barring some unforeseen circumstance unrelated to the interfaces (such as weather), BellSouth can be assured that the due date on the order submitted by its sales representative will be the actual due date. Because CLECs have no such assurance, parity does not exist.

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<sup>69</sup> (...continued)

fails the edit checks at any of these stages, it will be rejected or will fall out for manual processing. Stacy OSS Aff., ¶ 80, 104, 119, 130; Exh. WNS-1, p. 1.

<sup>70</sup> For example, it is highly unlikely that a BellSouth order that is programmed to flow through electronically will fall out for manual processing, because the order must pass front-end BellSouth edit checks before it can even be successfully released by the BellSouth sales representative. By contrast, an order sent by a CLEC will be subject to the same edit checks only after it passes to the BellSouth side of the gateway.

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**b. EC-Lite Denies CLECs the Ability To View CSRs of UNE Customers.**

142. Neither EC-Lite nor LENS currently provides access to the CSRs of AT&T customers served through the use of UNEs. AT&T, which previously had access to such CSRs, first discovered the problem on May 20, 1998, when it attempted to retrieve a UNE customer's CSR through LENS.<sup>71</sup> BellSouth's system responded that "BellSouth is not authorized to provide this information." This legend was erroneous; under the parties' interconnection agreement, AT&T is entitled to access to CSRs pursuant to a blanket letter of authorization. AT&T subsequently determined that the same problem existed on EC-Lite.

143. When AT&T raised this problem with BellSouth, BellSouth replied that it had recently made a change in the interfaces that had the effect of removing the capability of accessing these "UNE CSRs." BellSouth made that change without the knowledge or consent of AT&T. To date, BellSouth has not restored this capability, despite persistent requests by AT&T.

144. The inability to access CSRs for UNE-based customers clearly is a denial of parity, since BellSouth's retail representatives have the ability to access the CSRs of all BellSouth retail customers. The lack of access has a significant adverse impact on the competitive ability of CLECs seeking to provide service through UNEs. As Mr. Stacy points out, the CSR includes significant information needed for the ordering process, including the customer's listed

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<sup>71</sup> AT&T continues to utilize LENS in connection with pre-ordering transactions for its testing of orders for UNE combinations, for maintenance of its existing base of resale customers, and for AT&T Digital Link service. AT&T, however, also utilizes EC-Lite for ADL and UNE combination testing.

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address, telephone number, billing address, and directory listing information. Stacy OSS Aff.,

¶ 66. CLECs lacking CSR access will be deprived of this information altogether unless it can be obtained from the customer -- who may not know all of the information, nor need even be inconvenienced with such a request if served by BellSouth

**c. EC-Lite Denies Parity of Access To Customer  
Service Record Data.**

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145. Even where AT&T has access to CSRs, the data on the CSR is both difficult to use and incomplete when compared to the CSR data available to BellSouth sales representatives. The data pieces on the CSR are strung together as a block of data without identifying separation or explanation, and some of the information on the CSR appears as USOC codes. In order for CLECs to use this data in their operations -- as they must -- the data must be reformatted, and knowledge of the USOC codes used in EC-Lite is required.

146. Because of these problems, AT&T requested BellSouth to enter the data on the CSR in the format specified by the Ordering and Billing Forum ("OBF") as the industry standard for the blocking of data. AT&T also requested a guide to the USOCs used by BellSouth in LENS and EC-Lite. BellSouth, however, has refused the request, stating that CSR data is stored in the same way on its own OSS. Instead, BellSouth stated that AT&T could contact BellSouth whenever a problem arose.

147. Even if CSR data is stored the same way on BellSouth's own systems, the refusal of BellSouth to honor AT&T's requests denies AT&T parity of access. When a BellSouth representative has a customer on the line, the information in the CSR that is necessary to

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complete the order is automatically populated to that order. CLECs do not have that same ability, since they lack the BellSouth specifications necessary to decode the data.

148. Even leaving aside this CSR "parsing" problem, CLECs do not have access to the same information on CSRs as BellSouth sales representatives, because BellSouth has deliberately removed such data from the CSR before giving the CLECs access to it in EC-Lite. First, CLECs have been denied access to the retail pricing information on the CSR. BellSouth sales representatives, by contrast, have access to this information.

149. Mr. Stacy's justifications for the denial of CSR rate information to CLECs are illogical. Although he asserts that the information is "proprietary marketing information," he admits that the information is publicly available via tariffs and the Internet. Stacy OSS Aff., ¶ 71. In addition, prior to taking its current position BellSouth had provided CSR rate information in fax format. Mr. Stacy's contention that CLECs do not need the information for provisioning purposes is irrelevant; the 1996 Act requires that CLECs have access to the same information as BellSouth representatives. Id. Even if need were relevant, CSR pricing data is useful to a CLEC in formulating competitive service packages and in determining whether particular customers are exempt from certain charges.

150. BellSouth's removal of pricing data from the CSR is simply a discriminatory tactic designed to increase CLECs' costs. The Georgia PSC, recognizing the discriminatory nature of this practice, has required BellSouth to include the pricing data in CSRs. Mr. Stacy concedes that BellSouth is only "preparing to provide" this information. Id.

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151. Second, BellSouth has deprived CLECs of the Local Service Itemization Page of the CSR, which sets forth the USOCs for each of the services taken by the customer, a description of each service, the rates for each service, and the quantity of each service that the customer has requested.<sup>72</sup> As in the case of the CSR pricing data, the only apparent reason for BellSouth's withholding of the USOC summary page is to increase CLECs' costs. The page offers a handy, time-conserving, and cost-saving method of compiling all of the USOC and service information applicable to a particular customer.

152. Third, BellSouth denies CLECs the billing transfer number page of the CSR that is available to its own sales representatives.<sup>73</sup> This page, unlike the portion of the CSR made available to CLECs, identifies the telephone numbers, products, and service that are billed to a main account from any sub-account.

153. BellSouth does not, and cannot, give any justification for its withholding of the Local Service Itemization page and the Billing Transfer Number page from EC-Lite, since -- like CSR rate data -- these pages have been included in CSRs given to those CLECs who conduct

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<sup>72</sup> A copy of this USOC summary page, which is available to BellSouth's sales representatives, is attached hereto as Attachment 34.

<sup>73</sup> A copy of this page is attached hereto as Attachment 35.

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pre-ordering by fax.<sup>74</sup> The unavailability of this data on EC-Lite severely impairs the ability of a CLEC to ascertain the structure of a customer's existing telephone service.

**d. EC-Lite Denies CLECs Numerous Other Functionalities  
That BellSouth Enjoys In Its Retail Operations.**

154. EC-Lite does not provide CLECs with access to a number of other functionalities that are available to BellSouth sales representatives in BellSouth's retail operations, including the following:

- **A listing of all NXX's available in a central office to serve a specific customer.** Although Mr. Stacy asserts that this information is available in the Local Exchange Routing Guide ("LERG"), that is beside the point. Stacy OSS Aff., ¶ 39. The fact that information might be obtained elsewhere does not entitle BellSouth to deny CLECs access to the same systems that provide this information to BellSouth customer sales representatives.
- **Implementation dates for new services in a central office.** It is important for CLECs to have the ability to know when new services will be available in a given central office, and thus when the services can first be offered to customers. Although BellSouth has this capability in its retail operations, CLECs have access through EC-Lite only to implementation dates for new services that are already available in a central office. They do not have access to implementation dates for services that are not yet available; to obtain such information, they must obtain a separate P/SIMS download, which would require them to develop additional software to extract the information.<sup>75</sup>

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<sup>74</sup> Because AT&T has accessed CSRs electronically, rather than through the faxing process, AT&T was not even aware of the withholding of the aforementioned CSR data from CLECs using the BellSouth interfaces until it heard testimony about the data in state Section 271 proceedings from CLECs who receive CSRs from BellSouth by fax.

<sup>75</sup> P/SIMS (Product/Services Inventory Management System) is a BellSouth database containing switch-based facilities and services information. Stacy OSS Aff., ¶ 42.

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- **Ringling patterns for lines with RingMaster service.** Unlike BellSouth's retail interfaces, EC-Lite does not enable CLECs to determine the ringing pattern for lines with RingMaster service, which allows a residential customer using one loop to have more than one phone number, with each number having a distinctive ring. Because RingMaster service is highly popular with customers, the lack of access to this information precludes CLECs from being able to give customers the same level of detail about the service as BellSouth does in its own retail operations. Mr. Stacy's assertion that information is contained in the LEO Guide misses the point. See Stacy OSS Aff., ¶ 48. The information is in BellSouth's databases and can be directly accessed by a BellSouth representative again on a real-time basis while on the line with a customer. CLECs have not been given the same access.

155. The lack of these various functionalities in EC-Lite puts CLECs at a distinct disadvantage in comparison to BellSouth's own retail operations. CLECs, for example, cannot give customers the same information about popular services, or determine the availability of a particular interexchange carrier or new service offering with the same functionality, as BellSouth. The intent of the EC-Lite design process was that EC-Lite would have the same capabilities and functionality as those that BellSouth had in its retail operations. Clearly, that has not proved to be the case.

**2. LENS**

156. LENS is even farther from providing nondiscriminatory access than EC-Lite. LENS suffers from each of the above-described deficiencies that exist in EC-Lite, including the lack of functionality to calculate due dates and the failure to present CSR information in a recognizably fielded format. LENS, however, suffers from numerous additional deficiencies that preclude it from providing non-discriminatory access. For example: (1) LENS still cannot be

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integrated with a CLEC's own systems and with EDI in a way that provides parity of access; (2) LENS does not enable a CLEC effectively to avoid the need for repeated address validations during the pre-ordering process; and (3) LENS does not provide certain other functionalities that are enjoyed by BellSouth in its retail operations.

**a. LENS Cannot Be Integrated With a CLEC's Systems or With EDI In a Manner That Provides CLECs With Nondiscriminatory Access.**

157. Unlike EC-Lite, LENS is not a machine-to-machine interface. It is not electronically integrated either with the CLEC's own systems or with EDI (to the extent that a CLEC uses EDI, rather than LENS, for ordering). Because of this lack of integration, a CLEC service representative using LENS must manually input the same data twice during pre-ordering -- once into BellSouth's OSS, and then again into the new entrant's own systems. If the new entrant fails to do so, the data will not be stored on the CLEC's own systems. This requirement is time-consuming, increases CLEC costs, and increases the likelihood of errors.

158. The Commission found that this lack of integration constituted a denial of nondiscriminatory access by BellSouth, because BellSouth had failed to provide CLECs with methods that would enable them to integrate LENS both with their own ordering systems and with EDI. BellSouth South Carolina Order, ¶¶ 112, 155-166, BellSouth Louisiana Order, ¶¶ 52-55. Mr. Stacy contends that BellSouth has now provided CLECs with the specifications needed to construct the Common Gateway Interface ("CGI"), which will give CLECs the ability to perform such integration. Stacy OSS Aff., ¶¶ 21-23, 108-117. That is misleading, because any



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integrated interface constructed under these specifications would not be at parity with BellSouth's own integrated systems

159. The CGI specifications provided by BellSouth will not provide nondiscriminatory access, because (unlike BellSouth's original specifications) they require the use of the underlying Hyper Text Markup Language ("HTML") presentation data stream.<sup>76</sup> As the Commission has found, "[T]his method does not enable a new entrant to deploy an integrated pre-ordering and ordering interface that is equivalent to the integrated interface used in BellSouth's retail operations." BellSouth South Carolina Order, ¶ 162. Under the HTML alternative, a carrier would be required to deploy software to extract the information from each LENS screen as the data was presented. The carrier would be required to proceed through each of the LENS presentation screens, just as a person using the system would, rather than being able to use the data independently of the BellSouth screens as the original BellSouth CGI proposal would have allowed. This results in a slower, less efficient integration than is available to BellSouth for its retail operations. It can lead to delays while the CLEC's customer is on the line and may limit a CLEC's ability to process a high volume of orders. Id. Furthermore, a CLEC using the HTML alternative would need to expend additional resources to update its software every time BellSouth made a significant change in the way the data is presented, whereas such updating would not be as necessary if BellSouth provided CLECs with direct access to the underlying data. Id., ¶ 163.

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<sup>76</sup> The CGI specifications first proposed by BellSouth in September 1996 would not have required the use of the underlying HTML presentation data stream. However, BellSouth subsequently altered its position and chose to use HTML presentation as part of the data delivery mechanism for LENS-CGI.

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160. In an apparent attempt to show that the construction of CGI is both technically and economically feasible with the use of its CGI specifications, Mr. Stacy presents a report by Albion International, Inc., which purportedly accomplished the integration of CGI with BellSouth's PC-based version of EDI ("EDI-PC") and a CLEC's internal OSS. Stacy OSS Aff., ¶¶ 110-112 & Exh. WNS-19.<sup>77</sup> The Albion report, however, proves nothing. First, the Albion report is not a test of CLEC capabilities. Albion is a computer development firm chosen by BellSouth. It is not a CLEC, and "real" CLECs were not involved in the Albion project. Consequently, the "internal CLEC information systems" used in the Albion project must have been designed (if not actually constructed) by BellSouth itself.

161. Moreover, there is no indication that the Albion project was overseen by any regulatory authority or other independent party to ensure that the project was performed properly. Albion performed the project as part of a contract with BellSouth, without any outside controls. Thus, Albion's report cannot be considered as one by a truly independent third party.

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<sup>77</sup> Mr. Stacy also asserts that at least one CLEC, Omnicall, Inc., has implemented a CGI interface and has made over 17,000 queries for CSRs as of June 19, 1998. Stacy OSS Aff., ¶¶ 24, 113. However, Mr. Stacy provides no details concerning the alleged use of CGI by Omnicall, including the critical issue of whether, as constructed by Omnicall, the integrated interface is equivalent to the integrated interface used in BellSouth's retail operations. In fact, I have determined that Mr. Stacy's assertion is incorrect. In conversations that I had with Omnicall subsequent to BellSouth's filing, Omnicall (which was unaware that it had been mentioned in Mr. Stacy's affidavit), advised me that it has not implemented a CGI interface. Instead, it has used a self-developed method that it hopes will enable it to transfer CSR data directly from LENS into its own systems. Omnicall, however, has not yet been able to do so. In any event, the Omnicall method is not true integration, which would enable the CLEC's systems and LENS to communicate with each other interactively, not merely on a one-way basis.

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162. Second, and even more important, the Albion report states only that Albion accomplished the integration of CGI with EDI-PC and with internal "CLEC" systems; it does not address the critical issue of how the Albion prototype actually performed -- including whether that integrated prototype is equivalent to the integrated system used by BellSouth in its retail operations.<sup>78</sup>

163. Based on Albion's own description of its prototype, it is likely that the prototype does not provide nondiscriminatory access. According to the Albion report, the prototype is based on parsing HTML sent from BellSouth, extracting the data on a page-by-page basis. Id., Exh. WNS-19, pp. 9, 26-27, 30-31; Putnam Aff., Exh. JWP-1, p. 5. This is precisely the type of process that the Commission found to be discriminatory, because it is less efficient than BellSouth's -- and thus puts CLECs "at a competitive disadvantage." BellSouth South Carolina Order, ¶ 162. In addition, the Albion report suggests that the prototype requires manual intervention by the user of its Ordering/Pre-ordering integration interface ("OPII") in order to send an order from the OPII to the EDI-PC interface.<sup>79</sup> In its retail operations, by contrast,

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<sup>78</sup> Similarly, the Ernst & Young "certification" cited by Mr. Stacy simply states that the Albion application provides the ability to perform certain pre-ordering and ordering functions for new line residential orders. Ernst & Young did not make any comparison of the performance of the Albion application with that of BellSouth's retail interfaces. See Stacy OSS Aff., ¶ 111; Putnam Aff., Exh. JWP-1, pp. 5, 7.

<sup>79</sup> The Albion report issues instructions, clearly intended for the person using the OPII, on "how to import the OPII files" into EDI-PC (referred to as "TLC" in the Albion report). Stacy OSS Aff., Exh. WNS-19, p. 35. The instructions indicate that once the user of the OPII creates an order, the user must manually "import and select the event name that was specified while defining the event using the Administration component" and then "Select OK" before the order will be put  
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BellSouth's representatives are not required to take such additional steps, since the pre-ordering and ordering functions are seamlessly integrated.

164. Third, the Albion prototype is only a software demonstration prototype whose purpose was to demonstrate the potential to perform "new orders for residential service" -- i.e., new orders (add, or new service) for resale residential orders. Stacy OSS Aff., Exh. WNS-19, pp. 1, 4. The development of a software demonstration prototype cannot be equated with commercial production ability. Such prototypes are simply a method that developers use to show a system to their clients, clarify requirements, and obtain permission to proceed. Mr. Stacy previously acknowledged that the Albion prototype is not usable for commercial production <sup>80</sup>

165. At best, the Albion prototype demonstrates the potential to provide an integrated means to place orders for a single activity type (add, or new service) for a single

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<sup>79</sup> (...continued)

in the list of outbound documents to be transmitted to EDI-PC. Id. Only when these steps are taken will the document be transmitted to the EDI-PC interface for subsequent transmission to BellSouth. Even leaving aside the likelihood of manual intervention in the Albion prototype, the prototype is unreliable because there is no indication in the report that the prototype provided for the transmission of notices (such as firm order confirmations or rejection notices) through the OPII into the CLEC's own systems -- which would be an essential component of any integrated process.

<sup>80</sup> For example, Mr. Stacy acknowledged: "This is not commercial production. It's prototype." See Transcript of hearings in Docket No. 97-00309, In re: BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996 (Tenn. Regulatory Authority), Vol. III-E, p. 285 ("Tenn. Tr.") (testimony of William Stacy), attached hereto as Attachment 36. See also id., Vol. IV-E, p. 247 ("the operational interface would be the interface that the CLEC developed using this information and the CGI capabilities. This is just a demonstration, a prototype").

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requisition type (resale). Even if it has that potential (which is questionable),<sup>81</sup> the prototype provides no indication as to whether the BellSouth-provided specifications would enable a CLEC to build a fully integrated means of placing orders for business lines or for the dozens of other activity types and requisition types involved in service through resale.<sup>82</sup>

166. Finally, contrary to Mr. Stacy's suggestion, the Albion report provides no assurance that the time and expense required for a CLEC to build CGI would be reasonable. See Stacy OSS Aff., ¶ 112. To develop its prototype, Albion -- which is a professional computer development firm -- required more than 1,000 hours of effort at an expense exceeding \$120,000. Id., Exh. WNS-19, p. 1. If Albion required this amount of time and expense to develop a system that handles only one type of ordering activity, it is likely that far greater resources would be

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<sup>81</sup> The Albion report states that the Albion prototype does not require that certain "tabs" (such as installation location and directory information) be completed in order to submit an order using the Firm Order Phase of the system. Stacy OSS Aff., Exh. WNS-19, p. 6. However, the screens for these tabs contain data fields (such as end user street or service address, listing address, and directory delivery address) which are required inputs under BellSouth's business rules. Id., pp. 15, 17. In other words, if one followed the instructions in the Albion report, the order would be rejected by BellSouth's systems. The Albion report also states that Albion relied upon the information from the LENS HTML pages as its model for business rules and requirements. Id., p. 2. This approach would virtually guarantee a high initial rejection rate for orders submitted under the Albion prototype, because it ignores the business rules information contained in BellSouth's SOER listing, directory listing business rules, and other legacy system edits.

<sup>82</sup> Notwithstanding the assertions of Mr. Stacy and the Albion report, it is unlikely that Albion used only information that is available to CLECs. Stacy OSS Aff., ¶ 111 & Exh. WNS-19, pp. 2-3. It does not appear that any of the documentation that AT&T has received from BellSouth discusses certain matters (such as drop list maintenance and codes, text boxes for billing and contacts, and latest marketing news) that are addressed in the report. See id., pp. 5, 7, 22. In addition, as previously discussed, it is probable that BellSouth designed the "internal CLEC system" for Albion, since Albion is not a CLEC.

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required for a CLEC to develop an integrated system that handles the full range of pre-ordering and ordering activity.

**b.     The Multiple Screen, Repetitive Nature of the LENS Process is Discriminatory.**

167.     The Commission previously expressed concern over the requirement that users of LENS in the Inquiry Mode were required to validate a customer's address prior to accessing each pre-ordering function. BellSouth South Carolina Order, ¶¶ 174-175. Although Mr. Stacy asserts that BellSouth has eliminated this problem by the introduction of its "View All" option in the Inquiry Mode of LENS, BellSouth has not eliminated the lack of parity that results from repeated address validations. Stacy OSS Aff., ¶ 17.

168.     To use "View All" and thereby avoid multiple address validations, a CLEC must perform all of the pre-ordering functions of LENS, in sequence, regardless of whether it actually needs to perform all of them. If the CLEC does not wish to perform all pre-ordering functions, or wishes to perform them out of BellSouth's sequence in "View All," it will be required to utilize the traditional Inquiry Mode of LENS, which still requires a CLEC to validate the address at the beginning of each pre-ordering transaction except when viewing CSRs. BellSouth's representatives, by contrast, not only can avoid such repetition (because BellSouth's own internal OSS is fully integrated), but also can limit their pre-ordering to the particular functions that they need to perform.

169.     Even with the "View All" feature of LENS, users of LENS are required to go through multiple screens (approximately 20 in total) just to complete the pre-ordering process.

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even though many of the screens may be irrelevant to a particular transaction with a customer. By contrast, BellSouth's service representatives are subject to no such requirement; they can "skip" from one screen to another. The cumulative nature of the multiple-screen process and the repeated address validations for CLECs for each pre-ordering function invariably results in delays, increased costs, and errors.

**c. LENS Lacks Other Functionalities That Are Available To BellSouth's Retail Operations.**

170. LENS lacks three important functionalities that are enjoyed by BellSouth in its own retail operations. First, CLECs using LENS can only reserve six telephone numbers at a time, whereas BellSouth representatives can reserve up to 25 telephone numbers in a single session (as can users of EC-Lite). Stacy OSS Aff., ¶ 36. This limitation makes it difficult for LENS users to handle orders from businesses, many of which require a large volume of telephone numbers at one time. Although Mr. Stacy asserts that LENS users may reserve six numbers at a time for "an unlimited number of times" within a single session, he has testified in state Section 271 proceedings that CLECs could do this only twice during a single session, for a total of 12 numbers.<sup>83</sup> Even if Mr. Stacy's current affidavit is correct, CLECs must go through multiple transactions to reserve more than 6 telephone numbers, whereas BellSouth representatives can reserve up to 25 numbers at a time.

171. Second, unlike BellSouth's retail interfaces, LENS contains no search capability for finding the codes for primary interexchange carriers ("PICs"). Instead, LENS lists

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<sup>83</sup> Compare Stacy OSS Aff., ¶ 36 with Georgia OSS Order, p. 11 n.33 (Attachment 2 hereto).

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the codes in a random, non-alphabetical manner. CLECs must scroll through the list alphabetically to determine whether the customer's desired PIC is available. This can be a time-consuming task, since there are hundreds of PIC codes. As Mr. Stacy acknowledges, BellSouth has not scheduled the release of this search capability to CLECs until December 1998, and only pursuant to the order of the Georgia PSC. Stacy OSS Aff., ¶ 46. Mr. Stacy's explanation that some CLECs may not need, or wish to use, this capability is beside the point; under the 1996 Act, since BellSouth has this capability in its own retail operations, it must provide the same capability to the CLECs. Id.

172. Finally, LENS does not provide the access numbers necessary to use services such as Voice Mail and Remote Call Forwarding. This functionality was not available on LENS at the time BellSouth's application was filed, and was not scheduled for implementation until July 24. Because LENS has lacked this functionality, either the CLEC or its customer has been required to call BellSouth to obtain the access numbers. Since BellSouth can provide such numbers directly to its own retail customers, LENS does not provide parity of access.

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173. Although the aforementioned problems occur in the Inquiry Mode of LENS, they will not be avoided by using LENS' Firm Order Mode, which Mr. Stacy cites as an alternative means to performing pre-ordering functions in that interface. Stacy OSS Aff., ¶ 17. In theory, the use of LENS in the Firm Order Mode would possibly have one advantage not enjoyed if one uses the Inquiry Mode: the user would be able to obtain a calculated due date (for those



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limited products and services that can be ordered through the LENS Firm Order Mode).

However, all of the other aspects of LENS that deny parity of access, including the requirement of dual data entry, would exist in the Firm Order Mode for those CLECs using EDI for ordering.

174. Use of the Firm Order Mode for pre-ordering would create other disadvantages for CLECs. In contrast to the Inquiry Mode, which allows users to perform functions in a random sequence, the Firm Order Mode requires users to perform the functions "in sequence" (to use Mr. Stacy's term) through dozens of screens, as if they were placing an order -- thus requiring them to use even more screens. Stacy OSS Aff., ¶ 17. Furthermore, the Firm Order Mode allows users to perform pre-ordering functions only for those products, features, services, and transactions that can actually be ordered through that mode -- which, as I describe in Attachment 37, is far smaller range than that available through the LENS Inquiry Mode.

175. Use of the Firm Order Mode also would be of little benefit to CLECs which use EDI as their ordering interface. Such users would be required to (1) complete all necessary transactions in the Firm Order Mode, (2) then abort the LENS order (at which point the due date and telephone number would be canceled), and (3) then enter the order into EDI. The Commission has correctly expressed concern about this procedure, because "it is reasonable to assume that these extra steps would have some impact on competing carriers." BellSouth South Carolina Order, ¶ 172. These steps are not only cumbersome and counterproductive for CLECs, but could cause greater customer dissatisfaction than using the Inquiry Mode. Because the lack of integration between LENS and EDI requires the CLEC to translate and re-type the pre-ordering information into the EDI order, the due date and telephone number obtained via the Firm